

EXHIBIT A



(https://www.traviscountytexas.gov)

District Clerk - AARO - Attorney Access to Records Online**Details**

Updated : Tuesday, November 21, 2017 5:14:39 AM

Cause Number

D-1-GN-17-006241

[Request Documents \(/aaro/Content/record_search_fil\)](/aaro/Content/record_search_fil)**Style**

PNC BANK V RENE CAMPOS ET AL

[New Search \(/aaro/\)](/aaro/)**Filed Date**

11/14/2017

Court

201

Type

CONVERSION (GEN LIT)

Case Status

CLOSED

Action/Offense**Hearing Date****Attorney****Type****Party - Full/Business****Party - Person**

DEFENDANT EUREKA MULTIFAMILY GROUP LP

DEFENDANT CHULA INVESTMENTS LTD

CHAIKEN KENNETH
BRUCE

DEFENDANT 2013 TRAVIS OAK CREEK DEVELOPER INC

CHAIKEN KENNETH
BRUCE

DEFENDANT

CAMPOS, RENE O

SHEPHERD JON G

PLAINTIFF

PNC BANK NA

Date	Court	Party	Description	Category	Pages	
11/16/2017	201	DF	EXECUTED SERVICE	SRVPROCESS	2	Download (/aaro/Default/GetPdf?barCodeId=5527182)
11/16/2017	201	DF	EXECUTED SERVICE	SRVPROCESS	2	Download (/aaro/Default/GetPdf?barCodeId=5527181)
11/16/2017	201	PL	EXECUTED SERVICE	SRVPROCESS	2	Download (/aaro/Default/GetPdf?barCodeId=5527176)
11/14/2017	NON		ORD:NTC OF REMOVAL	ORD	23	Download (/aaro/Default/GetPdf?barCodeId=5523033)
11/14/2017	201	DF	ISS:CITATION	ISSUANCE	0	PDF not available
11/14/2017	201	DF	ISS:CITATION	ISSUANCE	0	PDF not available
11/14/2017	201	DF	ISS:CITATION	ISSUANCE	0	PDF not available
11/14/2017	201	DF	ISS:CITATION	ISSUANCE	0	PDF not available
11/14/2017	201	PL	ORIGINAL PETITION/APPLICATION	PET-PL	10	Download (/aaro/Default/GetPdf?barCodeId=5521967)

[Request Documents \(/aaro/Content/record_search_fillable.pdf\)](/aaro/Content/record_search_fillable.pdf)[New Search \(/aaro/\)](/aaro/)

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PAGE 1

through its registered agent for service of process, 2001 Agency Corporation, 14160 Dallas Parkway, Suite 800, Dallas, Texas 75254.

5. Defendant Chula Investments, Ltd. (“**Chula**”) is a Texas limited partnership. Its sole general partner is Chula Management, LLC, a Texas limited liability company. On information and belief, all the limited partners in Chula and all the members in its general partner are Texas citizens and/or residents. Chula can be served with process through its registered agent for service of process, 2001 Agency Corporation, 14160 Dallas Parkway, Suite 800, Dallas, Texas 75254.

6. Eureka Multifamily Group, L.P. (“**Eureka**”) is a Texas limited partnership. Its sole general partner is Eureka Multifamily Group GP, Inc., a Texas corporation. Its sole limited partner is Rene O. Campos, Jr., an individual residing in Dallas County, Texas. Eureka can be served with process through its registered agent for service of process, 2001 Agency Corporation, 14160 Dallas Parkway, Suite 800, Dallas, Texas 75254.

III. JURISDICTION, VENUE, AND AMOUNT IN CONTROVERSY

7. The Court has subject matter jurisdiction over this matter because the amount in controversy exceeds the minimum jurisdictional limits of this Court. The Court has personal jurisdiction over the Defendants because they either live or conduct business in Texas.

8. Venue is proper in this Court under Section 15.020 of the Texas Civil Practice and Remedies Code because this is an action arising from a “major transaction,” and Defendants agreed in writing that a suit arising from the transaction may be brought in Travis County, Texas. Alternatively, venue is proper in this Court under Section 15.002(a)(1) of the Texas Civil Practice and Remedies Code because Travis County, Texas is the county in which all or a substantial part of the events or omissions giving rise to the claim occurred.

9. PNC seeks monetary relief of over \$1,000,000.00. See Tex. R. Civ. P. 47(c).

IV. FACTS

10. 2013 Travis Oak Creek, LP (“**Borrower**”) was created to develop, construct, operate, maintain, and manage an apartment complex in Austin, Texas that is known as the Lucero Apartments (“**Property**”).

11. Borrower financed the construction of the Property with a \$26 million loan (“**Construction Loan**”) made by J.P. Morgan Chase Bank, N.A. (“**Chase**”).

12. The Construction Loan was secured by, among other things, a guaranty of payment and completion (“**Guaranty**”) signed by four guarantors: Campos, Developer, Chula, and Eureka (collectively, “**Guarantors**” or “**Defendants**”). Per the Guaranty, the Guarantors guaranteed to the Lender,¹ jointly and severally, absolutely, irrevocably, and unconditionally the payment of the Debt.² The Guaranty is a guaranty of payment and not of collection, and the Guarantors waived any right to require that any action be brought against the Borrower or any other person or party or to require that resort be had to any security or to any balance of any deposit account or credit on the books of the Lender in favor of the Borrower or any other person or party.³

¹ Per Section 11 of the Guaranty, references to Lender “shall be deemed to include its successors and assigns,” *i.e.*, PNC.

² Defined in the Guaranty as “all liabilities of the Borrower to the Lender of whatever nature, whether now existing or hereafter incurred, whether created directly or acquired by the Lender, by assignment or otherwise, whether matured or unmatured and whether absolute or contingent, any principal, interest, additional interest (including specifically all interest accruing from and after the commencement of any case, proceeding or action under any existing or future laws relating to bankruptcy, insolvency or similar matters with respect to the Borrower) and other sums of any nature whatsoever which may be due or shall become due and payable pursuant to the provisions of the Note, the Mortgage, the Loan Agreement or any other document or instrument now or hereafter executed that governs, secures and/or evidences the Loan (said Note, Mortgage, Loan Agreement and such other documents and instructions, collectively, the “Loan Documents”) and any agreement executed by Borrower with respect to any swap, forward, future or derivative transaction or option or similar agreement involving, or settled by reference to, on or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indexes or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions (all of the above unaffected by modification thereof in any bankruptcy or insolvency proceeding), and even though the Lender may not have allowed a claim for the same against the Borrower as a result of any bankruptcy or insolvency proceeding.”

³ See § 10 of the Guaranty.

13. Borrower failed to repay the Construction Loan on its maturity date, May 23, 2017. On June 2, 2017, Chase sent Borrower and Guarantors a Notice of Default of the Construction Loan. On June 28, 2017, Chase applied \$834,144.46 that was in a pledged account of Borrower against the principal balance of the Construction Loan.

14. Borrower is still in default of the Construction Loan. Per the Guaranty, an event of default under the Construction Loan constitutes an event of default of the Guaranty. Thus, Guarantors are in default of the Guaranty.

15. On October 3, 2017, Chase and PNC entered into a Sale and Assignment Agreement (“**Sale Agreement**”).

16. On October 12, 2017, Chase entered into an Assignment of Deed of Trust and Other Loan Documents (“**General Assignment**”), whereby Chase assigned to PNC all of Chase’s right, title, and interest in, to, and under the following:

- a. Credit Support and Funding Agreement, dated May 23, 2014, between 2013 Travis Oak Creek, L.P. and JPMorgan Chase Bank, N.A.;
- b. Advance Promissory Note, dated May 23, 2014, between 2013 Travis Oak Creek, L.P. and JPMorgan Chase Bank, N.A. in the original principal amount of \$26,000,000;
- c. Construction Deed of Trust, Absolute Assignment of Rents, Security Agreement and Financing Statement, dated May 23, 2014, by 2013 Travis Oak Creek, L.P. to Jacqueline P Yardley, of Cook County, Illinois, as Trustee, for the benefit of JPMorgan Chase Bank, N.A., recorded at Recording No. 2014075497 on May 27, 2014, in the Real Property Records of Travis County, Texas;
- d. Environmental Indemnity Agreement, dated May 23, 2014, between 2013 Travis Oak Creek, L.P. and JPMorgan Chase Bank, N.A.;
- e. Guaranty of Payment and Completion, dated May 23, 2014, by Rene O. Campos, 2013 Travis Creek Developer, Inc., Chula Investments, Ltd., and Eureka Multifamily Group, LP for the benefit of JPMorgan Chase Bank, N.A.;
- f. Loan Policy of Title Insurance No. CTGS29-82913000800A issued by Chicago Title Insurance Company, dated May 23, 2014;
- g. Payment and Performance Bonds, dated May 23, 2014;

- h.* Modification Agreement (with Amendment to Credit Support and Funding Agreement), dated April 20, 2016, between 2013 Travis Oak Creek, L.P. and JPMorgan Chase Bank, N.A.;
- i.* Modification Agreement (with Amendment to Credit Support and Funding Agreement), dated November 23, 2016, between 2013 Travis Oak Creek, L.P. and JPMorgan Chase Bank, N.A.;
- j.* Tri-Party Agreement, dated May 23, 2014 among 2013 Travis Oak Creek, L.P., JPMorgan Chase Bank, N.A., and PNC Bank, National Association;
- k.* Liquidity Maintenance Agreement, dated May 23, 2014, by 2013 Travis Creek Developer, Inc., Eureka Multifamily Group, LP, Chula Investments, Ltd., and Rene O. Campos, and JPMorgan Chase Bank, N.A.;
- l.* UCC Financing Statement, filed with the Texas Secretary of State on June 1, 2014, as filing no. 14-0017272761;
- m.* UCC Financing Statement, filed with the Travis County Clerk on May 23, 2014, as filing no. 2014074970;
- n.* Subordination Agreement, dated May 23, 2014, by and among Austin Housing Finance Corporation, JPMorgan Chase Bank, N.A., and 2013 Travis Oak Creek, LP;
- o.* Subordination Agreement, dated May 23, 2014, by and among 2013 Travis Oak Creek, LP, JP Morgan Chase Bank, N.A., and 2013 Travis Oak Creek, GP, LP;
- p.* Intercreditor and Subordination Agreement, dated May 23, 2014, by and among JPMorgan Chase Bank, N.A., 2007 Travis Heights, LP, and 2013 Travis Oak Creek, LP;
- q.* Developer Fee Subordination Agreement, dated May 23, 2014, by and among 2013 Travis Oak Creek, LP, 2013 Travis Oak Creek Developer, Inc., and JPMorgan Chase Bank, N.A.;
- r.* Assignment of Management Agreement and Consent and Subordination of Manager, dated as of May 23, 2014, by 2013 Travis Oak Creek, LP and Eureka Multi-family Group, LP, for the benefit of JPMorgan Chase Bank, N.A.;
- s.* Assignment of Accounts, dated May 23, 2014, by Travis Oak Creek, LP to JPMorgan Chase Bank, N.A.;
- t.* Partnership Certificate and Consent of Partners-Eureka Multi-Family Group, LP;
- u.* Partnership Certificate and Consent of Partners-Chula Investments, Ltd.; and

- v. “All other documents, instruments and agreements evidencing, securing or otherwise governing the terms of the loan provided for in the Loan Agreements and secured by Deed of Trust. . . .”

17. On October 12, 2017, Chase also entered into an Allonge (“**Allonge**”) regarding the Advance Promissory Note, in the original principal amount of \$26,000,000.00, dated May 23, 2014, executed by Borrower, and originally payable to Chase.

18. On October 12, 2017, Chase also entered into an Assignment of Deed of Trust (“**Assignment of Deed of Trust**”), whereby it assigned all of its right, title, and interest in, under, and to that certain Construction Deed of Trust, Absolute Assignment of Rents, Security Agreement and Financing Statement made by Borrower, to Jacqueline P. Yardley as Trustee for the benefit of Chase (“**Deed of Trust**”).

V. CAUSES OF ACTION

(Count 1: Breach of Guaranty against All Defendants)

- 19. The foregoing paragraphs are incorporated by reference as if set forth fully herein.
- 20. The Guaranty is a valid and enforceable contract between the PNC and Guarantors.
- 21. Per the Guaranty, Guarantors guaranteed to PNC, jointly and severally, absolutely, irrevocably, and unconditionally the payment of Borrower’s Debt.
- 22. Borrower is in default of the Construction Loan. Despite written notice of Borrower’s default of the Construction Loan, Guarantors have failed to pay and satisfy Borrower’s obligations under the Construction Loan. Moreover, per the Guaranty, an event of default under the Construction Loan constitutes an event of default of the Guaranty. Thus, Guarantors are in default of the Guaranty.
- 23. Guarantors’ breaches of the Guaranty have proximately caused PNC actual and special damages.

24. PNC was forced to retain counsel to enforce the Guaranty and collect the sums due. As such, PNC is entitled, under the Guaranty and Section 38.001 of the Texas Civil Practice and Remedies Code, to recover its reasonable and necessary attorney's fees.

VI. REQUEST FOR DISCLOSURE

25. Defendants are requested to disclose the information described in Rule 194.2 of the Texas Rules of Civil Procedure within 50 days of service of this request.

VII. PRAYER

Wherefore, premises considered, PNC respectfully prays that the Court:

- a.* Cause the Defendants to be cited to appear;
- b.* Award PNC all of its damages, including actual and special damages;
- c.* Award PNC all of its pre-judgment and post-judgment interest;
- d.* Award PNC its reasonable and necessary attorney's fees;
- e.* Award PNC all costs of court; and
- f.* Grant PNC such further relief to which it may be entitled.

Date: November 13, 2017

Respectfully submitted,

/s/ Jon G. Shepherd

Jon G. Shepherd

Texas State Bar No. 00788402

jon.shepherd@hklaw.com

Nicholas A.F. Sarokhanian

Texas State Bar No. 24075020

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HOLLAND & KNIGHT LLP

200 Crescent Court, Suite 1600

Dallas, Texas 75201

(214) 964-9500

(214) 964-9501 (facsimile)

ATTORNEYS FOR PLAINTIFF

PNC BANK, N.A.

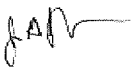
CIVIL CASE INFORMATION SHEET

CAUSE NUMBER (FOR CLERK USE ONLY): _____ COURT (FOR CLERK USE ONLY): _____

STYLED PNC Bank, M.A. v. Rene O. Campos, et al.

(e.g., John Smith v. All American Insurance Co; In re Mary Ann Jones; In the Matter of the Estate of George Jackson)

A civil case information sheet must be completed and submitted when an original petition or application is filed to initiate a new civil, family law, probate, or mental health case or when a post-judgment petition for modification or motion for enforcement is filed in a family law case. The information should be the best available at the time of filing. This sheet, approved by the Texas Judicial Council, is intended to collect information that will be used for statistical purposes only. It neither replaces nor supplements the filings or service of pleading or other documents as required by law or rule. The sheet does not constitute a discovery request, response, or supplementation, and it is not admissible at trial.

1. Contact information for person completing case information sheet: Name: Jon G. Shepherd Address: 200 Crescent Ct., Suite 1600 City/State/Zip: Dallas, Texas 75201 Signature:  Email: jon.shepherd@hklaw.com Telephone: (214) 964-9433 Fax: (214) 964-9501 State Bar No: 00788402		Names of parties in case: Plaintiff(s)/Petitioner(s): PNC Bank, N.A. Defendant(s)/Respondent(s): Rene O. Campos; 2013 Travis Oak Creek Developer, Inc.; Chula Investments, Ltd.; Eureka Multifamily Group, LP <small>[Attach additional page as necessary to list all parties]</small>		Person or entity completing sheet is: <input checked="" type="checkbox"/> Attorney for Plaintiff/Petitioner <input type="checkbox"/> Pro Se Plaintiff/Petitioner <input type="checkbox"/> Title IV-D Agency <input type="checkbox"/> Other: _____
2. Indicate case type, or identify the most important issue in the case (select only 1):		Additional Parties in Child Support Case: Custodial Parent: Non-Custodial Parent: Presumed Father:		
Civil		Family Law		
Contract <i>Debt/Contract</i> <input type="checkbox"/> Consumer/DTPA <input checked="" type="checkbox"/> Debt/Contract <input type="checkbox"/> Fraud/Misrepresentation <input type="checkbox"/> Other Debt/Contract: _____ <i>Foreclosure</i> <input type="checkbox"/> Home Equity—Expedited <input type="checkbox"/> Other Foreclosure <input type="checkbox"/> Franchise <input type="checkbox"/> Insurance <input type="checkbox"/> Landlord/Tenant <input type="checkbox"/> Non-Competition <input type="checkbox"/> Partnership <input type="checkbox"/> Other Contract: _____	Injury or Damage <input type="checkbox"/> Assault/Battery <input type="checkbox"/> Construction <input type="checkbox"/> Defamation <i>Malpractice</i> <input type="checkbox"/> Accounting <input type="checkbox"/> Legal <input type="checkbox"/> Medical <input type="checkbox"/> Other Professional Liability: <input type="checkbox"/> Motor Vehicle Accident <input type="checkbox"/> Premises <i>Product Liability</i> <input type="checkbox"/> Asbestos/Silica <input type="checkbox"/> Other Product Liability List Product: _____ <input type="checkbox"/> Other Injury or Damage: _____	Real Property <input type="checkbox"/> Eminent Domain/Condemnation <input type="checkbox"/> Partition <input type="checkbox"/> Quiet Title <input type="checkbox"/> Trespass to Try Title <input type="checkbox"/> Other Property: _____ Related to Criminal Matters <input type="checkbox"/> Expunction <input type="checkbox"/> Judgment Nisi <input type="checkbox"/> Non-Disclosure <input type="checkbox"/> Seizure/Forfeiture <input type="checkbox"/> Writ of Habeas Corpus—Pre-indictment <input type="checkbox"/> Other: _____	Marriage Relationship <input type="checkbox"/> Annulment <input type="checkbox"/> Declare Marriage Void <i>Divorce</i> <input type="checkbox"/> With Children <input type="checkbox"/> No Children Other Family Law <input type="checkbox"/> Enforce Foreign Judgment <input type="checkbox"/> Habeas Corpus <input type="checkbox"/> Name Change <input type="checkbox"/> Protective Order <input type="checkbox"/> Removal of Disabilities of Minority <input type="checkbox"/> Other: _____	Post-judgment Actions (non-Title IV-D) <input type="checkbox"/> Enforcement <input type="checkbox"/> Modification—Custody <input type="checkbox"/> Modification—Other Title IV-D <input type="checkbox"/> Enforcement/Modification <input type="checkbox"/> Paternity <input type="checkbox"/> Reciprocity (UIFSA) <input type="checkbox"/> Support Order Parent-Child Relationship <input type="checkbox"/> Adoption/Adoption with Termination <input type="checkbox"/> Child Protection <input type="checkbox"/> Child Support <input type="checkbox"/> Custody or Visitation <input type="checkbox"/> Gestational Parenting <input type="checkbox"/> Grandparent Access <input type="checkbox"/> Parentage/Paternity <input type="checkbox"/> Termination of Parental Rights <input type="checkbox"/> Other Parent-Child: _____
Employment <input type="checkbox"/> Discrimination <input type="checkbox"/> Retaliation <input type="checkbox"/> Termination <input type="checkbox"/> Workers' Compensation <input type="checkbox"/> Other Employment: _____	Other Civil <input type="checkbox"/> Administrative Appeal <input type="checkbox"/> Antitrust/Unfair Competition <input type="checkbox"/> Code Violations <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Intellectual Property <input type="checkbox"/> Lawyer Discipline <input type="checkbox"/> Perpetuate Testimony <input type="checkbox"/> Securities/Stock <input type="checkbox"/> Tortious Interference <input type="checkbox"/> Other: _____			
Tax <input type="checkbox"/> Tax Appraisal <input type="checkbox"/> Tax Delinquency <input type="checkbox"/> Other Tax	Probate & Mental Health <i>Probate/Wills/Intestate Administration</i> <input type="checkbox"/> Dependent Administration <input type="checkbox"/> Independent Administration <input type="checkbox"/> Other Estate Proceedings <input type="checkbox"/> Guardianship—Adult <input type="checkbox"/> Guardianship—Minor <input type="checkbox"/> Mental Health <input type="checkbox"/> Other: _____			
3. Indicate procedure or remedy, if applicable (may select more than 1):				
<input type="checkbox"/> Appeal from Municipal or Justice Court <input type="checkbox"/> Arbitration-related <input type="checkbox"/> Attachment <input type="checkbox"/> Bill of Review <input type="checkbox"/> Certiorari <input type="checkbox"/> Class Action	<input type="checkbox"/> Declaratory Judgment <input type="checkbox"/> Garnishment <input type="checkbox"/> Interpleader <input type="checkbox"/> License <input type="checkbox"/> Mandamus <input type="checkbox"/> Post-judgment	<input type="checkbox"/> Prejudgment Remedy <input type="checkbox"/> Protective Order <input type="checkbox"/> Receiver <input type="checkbox"/> Sequestration <input type="checkbox"/> Temporary Restraining Order/Injunction <input type="checkbox"/> Turnover		

**VELVA L. PRICE**

District Clerk, Travis County
Civil Division (512) 854-9457

SERVICE REQUEST FORM

REQUESTED BY:**ATTORNEY/FILER:** Jon G. Shepherd**PHONE #:** (214) 964-9433**EMAIL:** mary.caswell@hklaw.com**SUBMITTED BY:** Mary J. Caswell**TITLE:** Sr. Legal Secretary**SIGNATURE:** Caswell, Mary J (DFW - X59409)

Digitally signed by Caswell, Mary J (DFW - X59409)
DN: cn=Caswell, Mary J (DFW - X59409), email=Caswell, Mary J (DFW - X59409),
serial=793331, c=US, o=HKLAW, ou=Travis County, ou=DFW, postalCode=75201, st=TX

ISSUE PROCESS FOR:**CAUSE #:****CASE STYLE:** PNC Bank, N.A. vs. Rene O. Campos, et al.**QUICK CITATION REQUEST: (FOR SERVICE OF CITATION ON ALL DEFENDANTS BY PERSONAL)**

ISSUE CITATION TO ALL DEFENDANTS LISTED IN THE ORIGINAL PETITION AT THE ADDRESS SPECIFIED IN THE PETITION AND FORWARD THE CITATION(S) TO THE FOLLOWING:

☐ TRAVIS CO. CONSTABLE (specify):☐ CERTIFIED MAIL BY CLERK ☒ ATTORNEY/REQUESTER☐ PRIVATE PROCESS AGENCY (specify):☐ I HAVE INCLUDED ATTACHMENTS TO THIS REQUEST (e.g. DISCOVERY) TO INCLUDE**DETAILED SERVICE REQUEST: (ON PARTICULAR PARTIES, BY VARIOUS DELIVERY METHODS, OR FOR NON-CITATION)****DESCRIPTION OF INSTRUMENT(S) TO BE SERVED:** PNC Bank, N.A. Original Petition and Request for Disclosure☐ I HAVE INCLUDED ATTACHMENTS TO THIS REQUEST (e.g. discovery) TO INCLUDE IN THE CITATION

TYPE OF PROCESS TO ☒ CITATION ☐ CERTIFIED NOTICE ☐ PROTECTIVE ORDER* ☐ TRO*^ ☐ INJUNCTION*^ ☐ SEQUESTRATION*^
ISSUE: ☐ ATTACHMENT* ☐ EXECUTION* ☐ ABSTRACT* ☐ SUPERSEDEAS^ ☐ SCIRE FACIAS* ☐ OTHER^

*SPECIFY TITLE AND DATE OF UNDERLYING ORDER IN CASE RECORD:

^ATTACH A COPY OF BOND AND/OR OTHER SUPPORTING DOCUMENT

SERVICE TO BE ISSUED:**PARTY NAME:** Rene O. Campos**PARTY TYPE:** Defendant

☒ USE ADDRESS IN ORIGINAL PETITION ☐ SECRETARY OF STATE
☐ OTHER ADDRESS:

PARTY NAME: 2013 Travis Oak Creek Developer, Inc.**PARTY TYPE:** Defendant

☒ USE ADDRESS IN ORIGINAL PETITION ☐ SECRETARY OF STATE
☐ OTHER ADDRESS:

PARTY NAME: Chula Investments, Ltd.**PARTY TYPE:** Defendant

☒ USE ADDRESS IN ORIGINAL PETITION ☐ SECRETARY OF STATE
☐ OTHER ADDRESS:

EMAIL PROCESS TO:

☐ TRAVIS CO. CONSTABLE
☒ ATTORNEY/REQUESTOR
☐ PRIVATE PROCESS AGENCY:
Process Agency Name:

EMAIL PROCESS TO:

☐ TRAVIS CO. CONSTABLE
☒ ATTORNEY/REQUESTOR
☐ PRIVATE PROCESS AGENCY:
Process Agency Name:

EMAIL PROCESS TO:

☐ TRAVIS CO. CONSTABLE
☒ ATTORNEY/REQUESTOR
☐ PRIVATE PROCESS AGENCY:
Process Agency Name:

SERVE VIA:

☒ PERSONAL SERVICE
☐ CERTIFIED MAIL (BY CONSTABLE)
☐ CERTIFIED MAIL (BY CLERK)
☐ CITATION BY POSTING*
☐ CITATION BY PUBLICATION*

SERVE VIA:

☒ PERSONAL SERVICE
☐ CERTIFIED MAIL (BY CONSTABLE)
☐ CERTIFIED MAIL (BY CLERK)
☐ CITATION BY POSTING*
☐ CITATION BY PUBLICATION*

SERVE VIA:

☒ PERSONAL SERVICE
☐ CERTIFIED MAIL (BY CONSTABLE)
☐ CERTIFIED MAIL (BY CLERK)
☐ CITATION BY POSTING*
☐ CITATION BY PUBLICATION*

*THIS TYPE OF SERVICE MAY REQUIRE A COURT ORDER. ENTER DATE OF SERVICE ORDER IN CASE RECORD:

ADDITIONAL INSTRUCTIONS FOR CLERK OR FOR OFFICER SERVING PROCESS:

FOR ADDITIONAL PARTIES TO BE SERVED, USE e-FILED PROCESS ISSUANCE REQUEST FORM ADDENDUM

Velva L. Price
District Clerk, Travis County
Civil Division (512) 854-9457

SERVICE REQUEST FORM

Cause #:	Case Style:	
PARTY NAME: Eureka Multifamily Group, L.P. PARTY TYPE: Defendant <input checked="" type="checkbox"/> USE ADDRESS IN ORIGINAL PETITION <input type="checkbox"/> SECRETARY OF STATE <input type="checkbox"/> OTHER ADDRESS:	EMAIL PROCESS TO: <input type="checkbox"/> TRAVIS CO. CONSTABLE <input type="checkbox"/> ATTORNEY/REQUESTOR <input type="checkbox"/> PRIVATE PROCESS AGENCY: Process Agency Name:	SERVE VIA: <input checked="" type="checkbox"/> PERSONAL SERVICE <input type="checkbox"/> CERTIFIED MAIL (BY CONSTABLE) <input type="checkbox"/> CERTIFIED MAIL (BY CLERK) <input type="checkbox"/> CITATION BY POSTING* <input type="checkbox"/> CITATION BY PUBLICATION*
PARTY NAME: PARTY TYPE: <input type="checkbox"/> USE ADDRESS IN ORIGINAL PETITION <input type="checkbox"/> SECRETARY OF STATE <input type="checkbox"/> OTHER ADDRESS:	EMAIL PROCESS TO: <input type="checkbox"/> TRAVIS CO. CONSTABLE <input type="checkbox"/> ATTORNEY/REQUESTOR <input type="checkbox"/> PRIVATE PROCESS AGENCY: Process Agency Name:	SERVE VIA: <input type="checkbox"/> PERSONAL SERVICE <input type="checkbox"/> CERTIFIED MAIL (BY CONSTABLE) <input type="checkbox"/> CERTIFIED MAIL (BY CLERK) <input type="checkbox"/> CITATION BY POSTING* <input type="checkbox"/> CITATION BY PUBLICATION*
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PARTY NAME: PARTY TYPE: <input type="checkbox"/> USE ADDRESS IN ORIGINAL PETITION <input type="checkbox"/> SECRETARY OF STATE <input type="checkbox"/> OTHER ADDRESS:	EMAIL PROCESS TO: <input type="checkbox"/> TRAVIS CO. CONSTABLE <input type="checkbox"/> ATTORNEY/REQUESTOR <input type="checkbox"/> PRIVATE PROCESS AGENCY: Process Agency Name:	SERVE VIA: <input type="checkbox"/> PERSONAL SERVICE <input type="checkbox"/> CERTIFIED MAIL (BY CONSTABLE) <input type="checkbox"/> CERTIFIED MAIL (BY CLERK) <input type="checkbox"/> CITATION BY POSTING* <input type="checkbox"/> CITATION BY PUBLICATION*
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PARTY NAME: PARTY TYPE: <input type="checkbox"/> USE ADDRESS IN ORIGINAL PETITION <input type="checkbox"/> SECRETARY OF STATE <input type="checkbox"/> OTHER ADDRESS:	EMAIL PROCESS TO: <input type="checkbox"/> TRAVIS CO. CONSTABLE <input type="checkbox"/> ATTORNEY/REQUESTOR <input type="checkbox"/> PRIVATE PROCESS AGENCY: Process Agency Name:	SERVE VIA: <input type="checkbox"/> PERSONAL SERVICE <input type="checkbox"/> CERTIFIED MAIL (BY CONSTABLE) <input type="checkbox"/> CERTIFIED MAIL (BY CLERK) <input type="checkbox"/> CITATION BY POSTING* <input type="checkbox"/> CITATION BY PUBLICATION*

*This Type of Service may require a court order. Enter date of service order in case record:

11/14/2017 5:25 PM

Velva L. Price
District Clerk
Travis County
D-1-GN-17-006241
Bari Henson

CAUSE NO. D-1-GN-17-006241

PNC BANK, N.A.,	§	IN THE DISTRICT COURT
	§	
Plaintiff,	§	
	§	
v.	§	
	§	201 ST JUDICIAL DISTRICT
RENE O. CAMPOS; 2013 TRAVIS OAK	§	
CREEK DEVELOPER, INC.; CHULA	§	
INVESTMENTS, LTD.; AND EUREKA	§	
MULTIFAMILY GROUP, L.P.,	§	
	§	
Defendants.	§	TRAVIS COUNTY, TEXAS

NOTICE OF FILING OF NOTICE OF REMOVAL TO FEDERAL COURT

TO THE HONORABLE JUDGE:

Please take notice that Defendants Rene O. Campos; 2013 Travis Oak Creek Developer, Inc.; Chula Investments, Ltd.; and Eureka Multifamily Group, L.P. have removed this action to the United States District Court for the Western District of Texas, Austin Division. Attached hereto as Exhibit "1" is a true and correct copy of their Notice of Removal, filed on November 14, 2017.

Respectfully submitted,

/s/ Kenneth B. Chaiken

Kenneth B. Chaiken

State Bar No. 04057800

kchaiken@chaikenlaw.com

CHAIKEN & CHAIKEN, P.C.

Legacy Town Center III

5801 Tennyson Parkway

Plano, Texas 75024

(214) 265-0250 telephone

(214) 265-1537 facsimile

William S. Rhea
State Bar No. 16807100
brhea@dbc.com

DuBOIS, BRYANT & CAMPBELL, LLP
303 Colorado Street, Suite 2300
Austin, TX 78701
(512) 457-8000
(512) 457-8008 (Facsimile)

ATTORNEYS FOR DEFENDANTS

Karl S. Stern
State Bar No. 19175665
karlstern@quinnemanuel.com

**QUINN EMANUEL URQUHART &
SULLIVAN, LLP**
711 Louisiana Street, Suite 500
Houston, Texas 77002
(713) 221-7000
(713) 221-7100 (Facsimile)

**ATTORNEYS FOR DEFENDANTS 2013
TRAVIS OAK CREEK GP, LLC AND RENE
O. CAMPOS**

CERTIFICATE OF SERVICE

I hereby certify that the foregoing document was served on all counsel of record via electronic filing and/or email on this 14th day of November, 2017.

/s/ Kenneth B. Chaiken
Kenneth B. Chaiken

EXHIBIT 1

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION

PNC BANK, N.A.,

Plaintiff,

v.

RENE O. CAMPOS; 2013 TRAVIS OAK
CREEK DEVELOPER, INC.; CHULA
INVESTMENTS, LTD.; AND EUREKA
MULTIFAMILY GROUP, L.P.,

Defendants.

§
§
§
§
§
§
§
§
§
§
§

Civil Action No. 1:17-cv-01081

NOTICE OF REMOVAL

1. Pursuant to 28 U.S.C. §§ 1332, 1441 and 1446, Rene O. Campos, 2013 Travis Oak Creek Developer, Inc., Chula Investments, Ltd., and Eureka Multifamily Group, L.P. (collectively “Removing Defendants”), who are all of the named Defendants in the removed state court action described herein, file this Notice of Removal to remove Cause No. D-1-GN-17-006241, styled *PNC Bank, N.A. v. Rene O. Campos; 2013 Travis Oak Creek Developer, Inc.; Chula Investments, Ltd.; and Eureka Multifamily Group, L.P.* (the “State Court Action”) from the 201st District Court of Travis County, Texas, to the United States District Court for the Western District of Texas, Austin Division. This Court’s original jurisdiction is based upon 28 U.S.C. § 1332 (diversity).

2. This Notice of Removal is supported by the facts set forth below and copies of the entirety of the filings in the State Court Action, attached hereto as **Exhibit A** (which comprises only the Original Petition).

3. This Notice of Removal also is supported by the facts, pleadings and orders in a related case that presently is pending in this Court, before The Honorable Robert L. Pitman. More particularly, Plaintiff and Removing Defendants (other than Eureka Multi-Family Group, L.P.)

presently are parties to Civil Action No. 4:17-cv-00584-RP-ML, *PNC Bank, N.A., et al. v. 2013 Travis Oak Creek GP, LLC, 2013 Travis Oak Creek Developer, Inc., Chula Investments, Ltd. and Rene O. Campos* (the “Pending, Related Western District Case”). The Pending, Related Western District Case involves the same and/or a substantial overlap in relevant subject matters and transactions that are the subject of the removed State Court Action, and all of the parties to the removed State Court Action (except for one Defendant) already are parties to the Pending, Related Western District Case.

4. The State Court Action is properly removable to federal court pursuant to 28 U.S.C. §§ 1332 and 1441. The Court has, may and should exercise diversity jurisdiction over the State Court Action because it is a civil action between citizens of different states, in which the amount in controversy exceeds the sum of \$75,000, exclusive of costs and interest, and the Removing Defendants have satisfied the procedural requirements for removal. It is apparent from the face of the Original Petition that the amount in controversy in the State Court Action exceeds \$1 million (see paragraph 9 of the Original Petition). At the time this action was filed and at all times since, Plaintiff PNC Bank, N.A. was and is a federally chartered bank with its principal place of business in Pittsburgh, Pennsylvania, where Plaintiff is a citizen for jurisdictional purposes. Plaintiff previously has judicially admitted, in the United States District Court for the Western District of Texas, that it is a citizen of Pennsylvania. At the time the State Court Action was filed and at all times since, all of the Removing Defendants have been citizens of Texas.

5. Removing Defendants are mindful of 28 U.S.C. § 1441(b)(2) and show that it does not preclude this removal because no Defendant has been served as of the time of this removal. *See, e.g., Reynolds v. Personal Representative of the Estate of Christopher Johnson*, 139 F. Supp. 3d 838, 841-42 (W.D. Tex. 2015).

6. Additionally, there is no reasonable possibility that Plaintiff can recover the relief it is seeking in the State Court Action. Plaintiff's suit in the State Court Action arises out of the same transactions and occurrences that are the subject matter of its claims in the Pending, Related Western District Case – which is the first-filed suit between and among all of the parties to the State Court Action (except for Defendant Eureka Multi-Family Group, L.P.) – and thus it must be pleaded and adjudicated in the Pending, Related Western District Case, where the issues already have been joined. The State Court Action would be subject to stay or abatement, and ultimately *res judicata*.¹

7. Pursuant to 28 U.S.C. § 1446(a) and the Court's local rules, copies of all process, pleadings, orders and other documents on file with the District Court of Travis County, if any, are attached hereto (*See Exhibit A*). The docket sheet was unobtainable as of the filing of this Notice and **Exhibit A** comprises the sole filing in the State Court Action-- Plaintiff's Original Petition.

8. This Notice of Removal is timely and properly filed pursuant to 28 U.S.C. § 1446(b) because it is being filed within 30 days following receipt of Plaintiff's Original Petition by the Removing Defendants in the State Court Action. All of the Removing Defendants – who are all of the defendants in the removed State Court Action -- consent to and join in this removal.

9. Pursuant to 28 U.S.C. § 1446(a) and the Court's local rules, a Certificate of Interested Parties is attached hereto (*See Exhibit B*).

10. A copy of this Notice of Removal is being filed with the Clerk of the District Court of Travis County, as required by law. Written notice of removal also is being given to Plaintiff PNC Bank, N.A., by and through its attorneys of record.

¹ The State Court Action is a suit to enforce a written guaranty agreement in which the parties agreed that exclusive jurisdiction with respect to any action by or against a party to the agreement rests in the state and federal courts in Austin, Travis County, Texas.

11. Removing Defendants reserve the right to amend or supplement this Notice of Removal.

12. Removing Defendants respectfully request that this case be assigned to Judge Robert L. Pitman given the relationship of the State Court Action and the Pending, Related Western District Case that is detailed above.

WHEREFORE, the Removing Defendants pray that the State Court Action be removed to the United States District Court for the Western District of Texas, that the State Court proceed no further, and that the Removing Defendants be awarded any other relief to which they may be entitled.

Dated: November 14, 2017

Respectfully submitted,

/s/ Kenneth B. Chaiken

Kenneth B. Chaiken
State Bar No. 04057800
kchaiken@chaikenlaw.com

CHAIKEN & CHAIKEN, P.C.

Legacy Town Center III
5801 Tennyson Parkway
Plano, Texas 75024
(214) 265-0250 telephone
(214) 265-1537 facsimile

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(512) 457-8008 (Facsimile)

Karl S. Stern
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karlstern@quinnemanuel.com

**QUINN EMANUEL URQUHART &
SULLIVAN, LLP**

711 Louisiana Street, Suite 500
Houston, Texas 77002
(713) 221-7000
(713) 221-7100 (Facsimile)

**ATTORNEYS FOR
REMOVING DEFENDANTS**

CERTIFICATE OF SERVICE

I hereby certify that the foregoing document was served on all counsel of record via the Court's electronic filing system on this 14th day of November 2017.

/s/ Kenneth B. Chaiken
Kenneth B. Chaiken

JS 44 (Rev. 06/17)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

PNC Bank, N.A.

(b) County of Residence of First Listed Plaintiff _____
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

DEFENDANTS

Rene O. Campos; 2013 Travis Oak Creek Developer, Inc., Chula Investments, Ltd.; and Eureka Multifamily Group, L.P.

County of Residence of First Listed Defendant Travis
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)
Kenneth B. Chaiken, Chaiken & Chaiken, P.C.
5801 Tennyson Parkway, Suite 440
Plano TX 75024

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | | | | | |
|---|---------------------------------------|---------------------------------------|---|---------------------------------------|---------------------------------------|
| | PTF | DEF | | PTF | DEF |
| Citizen of This State | <input type="checkbox"/> 1 | <input checked="" type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State | <input type="checkbox"/> 4 | <input checked="" type="checkbox"/> 4 |
| Citizen of Another State | <input checked="" type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input checked="" type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY - <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☐ 1 Original Proceeding ☒ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 USC Sections 1332, 1441 and 1446

Brief description of cause:
Suit for breach of guaranty

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$
\$1 million

CHECK YES only if demanded in complaint:
JURY DEMAND: ☐ Yes ☒ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE Robert L. Pitman

DOCKET NUMBER 4:17-cv-00584-RP-ML

DATE
11/14/2017

SIGNATURE OF ATTORNEY OF RECORD



FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

EXHIBIT A

**Velva L. Price
District Clerk
Travis County
D-1-GN-17-006241
Victoria Benavides**

CAUSE NO. _____

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PAGE 1

through its registered agent for service of process, 2001 Agency Corporation, 14160 Dallas Parkway, Suite 800, Dallas, Texas 75254.

5. Defendant Chula Investments, Ltd. (“**Chula**”) is a Texas limited partnership. Its sole general partner is Chula Management, LLC, a Texas limited liability company. On information and belief, all the limited partners in Chula and all the members in its general partner are Texas citizens and/or residents. Chula can be served with process through its registered agent for service of process, 2001 Agency Corporation, 14160 Dallas Parkway, Suite 800, Dallas, Texas 75254.

6. Eureka Multifamily Group, L.P. (“**Eureka**”) is a Texas limited partnership. Its sole general partner is Eureka Multifamily Group GP, Inc., a Texas corporation. Its sole limited partner is Rene O. Campos, Jr., an individual residing in Dallas County, Texas. Eureka can be served with process through its registered agent for service of process, 2001 Agency Corporation, 14160 Dallas Parkway, Suite 800, Dallas, Texas 75254.

III. JURISDICTION, VENUE, AND AMOUNT IN CONTROVERSY

7. The Court has subject matter jurisdiction over this matter because the amount in controversy exceeds the minimum jurisdictional limits of this Court. The Court has personal jurisdiction over the Defendants because they either live or conduct business in Texas.

8. Venue is proper in this Court under Section 15.020 of the Texas Civil Practice and Remedies Code because this is an action arising from a “major transaction,” and Defendants agreed in writing that a suit arising from the transaction may be brought in Travis County, Texas. Alternatively, venue is proper in this Court under Section 15.002(a)(1) of the Texas Civil Practice and Remedies Code because Travis County, Texas is the county in which all or a substantial part of the events or omissions giving rise to the claim occurred.

9. PNC seeks monetary relief of over \$1,000,000.00. See Tex. R. Civ. P. 47(c).

IV. FACTS

10. 2013 Travis Oak Creek, LP (“**Borrower**”) was created to develop, construct, operate, maintain, and manage an apartment complex in Austin, Texas that is known as the Lucero Apartments (“**Property**”).

11. Borrower financed the construction of the Property with a \$26 million loan (“**Construction Loan**”) made by J.P. Morgan Chase Bank, N.A. (“**Chase**”).

12. The Construction Loan was secured by, among other things, a guaranty of payment and completion (“**Guaranty**”) signed by four guarantors: Campos, Developer, Chula, and Eureka (collectively, “**Guarantors**” or “**Defendants**”). Per the Guaranty, the Guarantors guaranteed to the Lender,¹ jointly and severally, absolutely, irrevocably, and unconditionally the payment of the Debt.² The Guaranty is a guaranty of payment and not of collection, and the Guarantors waived any right to require that any action be brought against the Borrower or any other person or party or to require that resort be had to any security or to any balance of any deposit account or credit on the books of the Lender in favor of the Borrower or any other person or party.³

¹ Per Section 11 of the Guaranty, references to Lender “shall be deemed to include its successors and assigns,” *i.e.*, PNC.

² Defined in the Guaranty as “all liabilities of the Borrower to the Lender of whatever nature, whether now existing or hereafter incurred, whether created directly or acquired by the Lender, by assignment or otherwise, whether matured or unmatured and whether absolute or contingent, any principal, interest, additional interest (including specifically all interest accruing from and after the commencement of any case, proceeding or action under any existing or future laws relating to bankruptcy, insolvency or similar matters with respect to the Borrower) and other sums of any nature whatsoever which may be due or shall become due and payable pursuant to the provisions of the Note, the Mortgage, the Loan Agreement or any other document or instrument now or hereafter executed that governs, secures and/or evidences the Loan (said Note, Mortgage, Loan Agreement and such other documents and instructions, collectively, the “Loan Documents”) and any agreement executed by Borrower with respect to any swap, forward, future or derivative transaction or option or similar agreement involving, or settled by reference to, on or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indexes or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions (all of the above unaffected by modification thereof in any bankruptcy or insolvency proceeding), and even though the Lender may not have allowed a claim for the same against the Borrower as a result of any bankruptcy or insolvency proceeding.”

³ See § 10 of the Guaranty.

13. Borrower failed to repay the Construction Loan on its maturity date, May 23, 2017. On June 2, 2017, Chase sent Borrower and Guarantors a Notice of Default of the Construction Loan. On June 28, 2017, Chase applied \$834,144.46 that was in a pledged account of Borrower against the principal balance of the Construction Loan.

14. Borrower is still in default of the Construction Loan. Per the Guaranty, an event of default under the Construction Loan constitutes an event of default of the Guaranty. Thus, Guarantors are in default of the Guaranty.

15. On October 3, 2017, Chase and PNC entered into a Sale and Assignment Agreement (“**Sale Agreement**”).

16. On October 12, 2017, Chase entered into an Assignment of Deed of Trust and Other Loan Documents (“**General Assignment**”), whereby Chase assigned to PNC all of Chase’s right, title, and interest in, to, and under the following:

- a. Credit Support and Funding Agreement, dated May 23, 2014, between 2013 Travis Oak Creek, L.P. and JPMorgan Chase Bank, N.A.;
- b. Advance Promissory Note, dated May 23, 2014, between 2013 Travis Oak Creek, L.P. and JPMorgan Chase Bank, N.A. in the original principal amount of \$26,000,000;
- c. Construction Deed of Trust, Absolute Assignment of Rents, Security Agreement and Financing Statement, dated May 23, 2014, by 2013 Travis Oak Creek, L.P. to Jacqueline P Yardley, of Cook County, Illinois, as Trustee, for the benefit of JPMorgan Chase Bank, N.A., recorded at Recording No. 2014075497 on May 27, 2014, in the Real Property Records of Travis County, Texas;
- d. Environmental Indemnity Agreement, dated May 23, 2014, between 2013 Travis Oak Creek, L.P. and JPMorgan Chase Bank, N.A.;
- e. Guaranty of Payment and Completion, dated May 23, 2014, by Rene O. Campos, 2013 Travis Creek Developer, Inc., Chula Investments, Ltd., and Eureka Multifamily Group, LP for the benefit of JPMorgan Chase Bank, N.A.;
- f. Loan Policy of Title Insurance No. CTGS29-82913000800A issued by Chicago Title Insurance Company, dated May 23, 2014;
- g. Payment and Performance Bonds, dated May 23, 2014;

- h.* Modification Agreement (with Amendment to Credit Support and Funding Agreement), dated April 20, 2016, between 2013 Travis Oak Creek, L.P. and JPMorgan Chase Bank, N.A.;
- i.* Modification Agreement (with Amendment to Credit Support and Funding Agreement), dated November 23, 2016, between 2013 Travis Oak Creek, L.P. and JPMorgan Chase Bank, N.A.;
- j.* Tri-Party Agreement, dated May 23, 2014 among 2013 Travis Oak Creek, L.P., JPMorgan Chase Bank, N.A., and PNC Bank, National Association;
- k.* Liquidity Maintenance Agreement, dated May 23, 2014, by 2013 Travis Creek Developer, Inc., Eureka Multifamily Group, LP, Chula Investments, Ltd., and Rene O. Campos, and JPMorgan Chase Bank, N.A.;
- l.* UCC Financing Statement, filed with the Texas Secretary of State on June 1, 2014, as filing no. 14-0017272761;
- m.* UCC Financing Statement, filed with the Travis County Clerk on May 23, 2014, as filing no. 2014074970;
- n.* Subordination Agreement, dated May 23, 2014, by and among Austin Housing Finance Corporation, JPMorgan Chase Bank, N.A., and 2013 Travis Oak Creek, LP;
- o.* Subordination Agreement, dated May 23, 2014, by and among 2013 Travis Oak Creek, LP, JP Morgan Chase Bank, N.A., and 2013 Travis Oak Creek, GP, LP;
- p.* Intercreditor and Subordination Agreement, dated May 23, 2014, by and among JPMorgan Chase Bank, N.A., 2007 Travis Heights, LP, and 2013 Travis Oak Creek, LP;
- q.* Developer Fee Subordination Agreement, dated May 23, 2014, by and among 2013 Travis Oak Creek, LP, 2013 Travis Oak Creek Developer, Inc., and JPMorgan Chase Bank, N.A.;
- r.* Assignment of Management Agreement and Consent and Subordination of Manager, dated as of May 23, 2014, by 2013 Travis Oak Creek, LP and Eureka Multi-family Group, LP, for the benefit of JPMorgan Chase Bank, N.A.;
- s.* Assignment of Accounts, dated May 23, 2014, by Travis Oak Creek, LP to JPMorgan Chase Bank, N.A.;
- t.* Partnership Certificate and Consent of Partners-Eureka Multi-Family Group, LP;
- u.* Partnership Certificate and Consent of Partners-Chula Investments, Ltd.; and

- v. “All other documents, instruments and agreements evidencing, securing or otherwise governing the terms of the loan provided for in the Loan Agreements and secured by Deed of Trust. . . .”

17. On October 12, 2017, Chase also entered into an Allonge (“**Allonge**”) regarding the Advance Promissory Note, in the original principal amount of \$26,000,000.00, dated May 23, 2014, executed by Borrower, and originally payable to Chase.

18. On October 12, 2017, Chase also entered into an Assignment of Deed of Trust (“**Assignment of Deed of Trust**”), whereby it assigned all of its right, title, and interest in, under, and to that certain Construction Deed of Trust, Absolute Assignment of Rents, Security Agreement and Financing Statement made by Borrower, to Jacqueline P. Yardley as Trustee for the benefit of Chase (“**Deed of Trust**”).

V. CAUSES OF ACTION

(Count 1: Breach of Guaranty against All Defendants)

19. The foregoing paragraphs are incorporated by reference as if set forth fully herein.
20. The Guaranty is a valid and enforceable contract between the PNC and Guarantors.
21. Per the Guaranty, Guarantors guaranteed to PNC, jointly and severally, absolutely, irrevocably, and unconditionally the payment of Borrower’s Debt.
22. Borrower is in default of the Construction Loan. Despite written notice of Borrower’s default of the Construction Loan, Guarantors have failed to pay and satisfy Borrower’s obligations under the Construction Loan. Moreover, per the Guaranty, an event of default under the Construction Loan constitutes an event of default of the Guaranty. Thus, Guarantors are in default of the Guaranty.
23. Guarantors’ breaches of the Guaranty have proximately caused PNC actual and special damages.

24. PNC was forced to retain counsel to enforce the Guaranty and collect the sums due. As such, PNC is entitled, under the Guaranty and Section 38.001 of the Texas Civil Practice and Remedies Code, to recover its reasonable and necessary attorney's fees.

VI. REQUEST FOR DISCLOSURE

25. Defendants are requested to disclose the information described in Rule 194.2 of the Texas Rules of Civil Procedure within 50 days of service of this request.

VII. PRAYER

Wherefore, premises considered, PNC respectfully prays that the Court:

- a.* Cause the Defendants to be cited to appear;
- b.* Award PNC all of its damages, including actual and special damages;
- c.* Award PNC all of its pre-judgment and post-judgment interest;
- d.* Award PNC its reasonable and necessary attorney's fees;
- e.* Award PNC all costs of court; and
- f.* Grant PNC such further relief to which it may be entitled.

Date: November 13, 2017

Respectfully submitted,

/s/ Jon G. Shepherd
Jon G. Shepherd
Texas State Bar No. 00788402
jon.shepherd@hklaw.com
Nicholas A.F. Sarokhanian
Texas State Bar No. 24075020
nicholas.sarokhanian@hklaw.com
HOLLAND & KNIGHT LLP

200 Crescent Court, Suite 1600
Dallas, Texas 75201
(214) 964-9500
(214) 964-9501 (facsimile)

ATTORNEYS FOR PLAINTIFF
PNC BANK, N.A.

CIVIL CASE INFORMATION SHEET

CAUSE NUMBER (FOR CLERK USE ONLY): _____ COURT (FOR CLERK USE ONLY): _____

STYLED PNC Bank, M.A. v. Rene O. Campos, et al.

(e.g., John Smith v. All American Insurance Co; In re Mary Ann Jones; In the Matter of the Estate of George Jackson)

A civil case information sheet must be completed and submitted when an original petition or application is filed to initiate a new civil, family law, probate, or mental health case or when a post-judgment petition for modification or motion for enforcement is filed in a family law case. The information should be the best available at the time of filing. This sheet, approved by the Texas Judicial Council, is intended to collect information that will be used for statistical purposes only. It neither replaces nor supplements the filings or service of pleading or other documents as required by law or rule. The sheet does not constitute a discovery request, response, or supplementation, and it is not admissible at trial.

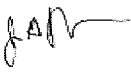
1. Contact information for person completing case information sheet: Name: Jon G. Shepherd Address: 200 Crescent Ct., Suite 1600 City/State/Zip: Dallas, Texas 75201 Signature:  Email: jon.shepherd@hklaw.com Telephone: (214) 964-9433 Fax: (214) 964-9501 State Bar No: 00788402		Names of parties in case: Plaintiff(s)/Petitioner(s): PNC Bank, N.A. Defendant(s)/Respondent(s): Rene O. Campos; 2013 Travis Oak Creek Developer, Inc.; Chula Investments, Ltd.; Eureka Multifamily Group, LP <small>[Attach additional page as necessary to list all parties]</small>		Person or entity completing sheet is: <input checked="" type="checkbox"/> Attorney for Plaintiff/Petitioner <input type="checkbox"/> Pro Se Plaintiff/Petitioner <input type="checkbox"/> Title IV-D Agency <input type="checkbox"/> Other: _____
2. Indicate case type, or identify the most important issue in the case (select only 1):				
Civil			Family Law	
Contract <i>Debt/Contract</i> <input type="checkbox"/> Consumer/DTPA <input checked="" type="checkbox"/> Debt/Contract <input type="checkbox"/> Fraud/Misrepresentation <input type="checkbox"/> Other Debt/Contract: _____ <i>Foreclosure</i> <input type="checkbox"/> Home Equity—Expedited <input type="checkbox"/> Other Foreclosure <input type="checkbox"/> Franchise <input type="checkbox"/> Insurance <input type="checkbox"/> Landlord/Tenant <input type="checkbox"/> Non-Competition <input type="checkbox"/> Partnership <input type="checkbox"/> Other Contract: _____	Injury or Damage <input type="checkbox"/> Assault/Battery <input type="checkbox"/> Construction <input type="checkbox"/> Defamation <i>Malpractice</i> <input type="checkbox"/> Accounting <input type="checkbox"/> Legal <input type="checkbox"/> Medical <input type="checkbox"/> Other Professional Liability: <input type="checkbox"/> Motor Vehicle Accident <input type="checkbox"/> Premises <i>Product Liability</i> <input type="checkbox"/> Asbestos/Silica <input type="checkbox"/> Other Product Liability List Product: _____ <input type="checkbox"/> Other Injury or Damage: _____	Real Property <input type="checkbox"/> Eminent Domain/Condemnation <input type="checkbox"/> Partition <input type="checkbox"/> Quiet Title <input type="checkbox"/> Trespass to Try Title <input type="checkbox"/> Other Property: _____ Related to Criminal Matters <input type="checkbox"/> Expunction <input type="checkbox"/> Judgment Nisi <input type="checkbox"/> Non-Disclosure <input type="checkbox"/> Seizure/Forfeiture <input type="checkbox"/> Writ of Habeas Corpus—Pre-indictment <input type="checkbox"/> Other: _____	Marriage Relationship <input type="checkbox"/> Annulment <input type="checkbox"/> Declare Marriage Void <i>Divorce</i> <input type="checkbox"/> With Children <input type="checkbox"/> No Children Other Family Law <input type="checkbox"/> Enforce Foreign Judgment <input type="checkbox"/> Habeas Corpus <input type="checkbox"/> Name Change <input type="checkbox"/> Protective Order <input type="checkbox"/> Removal of Disabilities of Minority <input type="checkbox"/> Other: _____	Post-judgment Actions (non-Title IV-D) <input type="checkbox"/> Enforcement <input type="checkbox"/> Modification—Custody <input type="checkbox"/> Modification—Other Title IV-D <input type="checkbox"/> Enforcement/Modification <input type="checkbox"/> Paternity <input type="checkbox"/> Reciprocals (UIFSA) <input type="checkbox"/> Support Order Parent-Child Relationship <input type="checkbox"/> Adoption/Adoption with Termination <input type="checkbox"/> Child Protection <input type="checkbox"/> Child Support <input type="checkbox"/> Custody or Visitation <input type="checkbox"/> Gestational Parenting <input type="checkbox"/> Grandparent Access <input type="checkbox"/> Parentage/Paternity <input type="checkbox"/> Termination of Parental Rights <input type="checkbox"/> Other Parent-Child: _____
Employment <input type="checkbox"/> Discrimination <input type="checkbox"/> Retaliation <input type="checkbox"/> Termination <input type="checkbox"/> Workers' Compensation <input type="checkbox"/> Other Employment: _____		Other Civil <input type="checkbox"/> Administrative Appeal <input type="checkbox"/> Antitrust/Unfair Competition <input type="checkbox"/> Code Violations <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Intellectual Property <input type="checkbox"/> Lawyer Discipline <input type="checkbox"/> Perpetuate Testimony <input type="checkbox"/> Securities/Stock <input type="checkbox"/> Tortious Interference <input type="checkbox"/> Other: _____		
Tax <input type="checkbox"/> Tax Appraisal <input type="checkbox"/> Tax Delinquency <input type="checkbox"/> Other Tax: _____		Probate & Mental Health <i>Probate/Wills/Intestate Administration</i> <input type="checkbox"/> Dependent Administration <input type="checkbox"/> Independent Administration <input type="checkbox"/> Other Estate Proceedings <input type="checkbox"/> Guardianship—Adult <input type="checkbox"/> Guardianship—Minor <input type="checkbox"/> Mental Health <input type="checkbox"/> Other: _____		
3. Indicate procedure or remedy, if applicable (may select more than 1):				
<input type="checkbox"/> Appeal from Municipal or Justice Court <input type="checkbox"/> Arbitration-related <input type="checkbox"/> Attachment <input type="checkbox"/> Bill of Review <input type="checkbox"/> Certiorari <input type="checkbox"/> Class Action		<input type="checkbox"/> Declaratory Judgment <input type="checkbox"/> Garnishment <input type="checkbox"/> Interpleader <input type="checkbox"/> License <input type="checkbox"/> Mandamus <input type="checkbox"/> Post-judgment		<input type="checkbox"/> Prejudgment Remedy <input type="checkbox"/> Protective Order <input type="checkbox"/> Receiver <input type="checkbox"/> Sequestration <input type="checkbox"/> Temporary Restraining Order/Injunction <input type="checkbox"/> Turnover

EXHIBIT B

**UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION**

PNC BANK, N.A.,

Plaintiff,

v.

**RENE O. CAMPOS; 2013 TRAVIS OAK
CREEK DEVELOPER, INC.; CHULA
INVESTMENTS, LTD.; AND EUREKA
MULTIFAMILY GROUP, L.P.,**

Defendants.

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Civil Action No. 1:17-cv-01081

**DEFENDANTS' CORPORATE DISCLOSURE STATEMENT
AND CERTIFICATE OF INTERESTED PERSONS**

Pursuant to Federal Rule of Civil Procedure 7.1 and Local Rule 3.1(c), Defendants 28 U.S.C. §§ 1332, 1441 and 1446, Defendants Rene O. Campos, 2013 Travis Oak Creek Developer, Inc., Chula Investments, Ltd., and Eureka Multifamily Group, L.P. ("Defendants") provide the following information:

1. Rene O. Campos states that he is an individual.
2. 2013 Travis Oak Creek Developer, Inc. states that it is privately owned, by Rene O. Campos or his affiliated entities.
3. Chula Investments, Ltd. states that it is privately owned, by Chula Management, LLC.
4. Eureka Multifamily Group, L.P. states that it is privately owned, by Rene O. Campos or his affiliated entities.
5. Defendants state that the following is a list of persons and entities who are financially interested in the outcome of the above-captioned action:

- a. Defendants;
- b. PNC Bank, N.A.;
- c. PNC Financial Services Group, Inc.;
- d. Columbia Housing SLP Corporation;
- e. PNC Capital Markets, LLC;
- f. JPMorgan Chase Bank;
- g. 2013 Travis Oak Creek, LP;
- h. 2013 Travis Oak Creek GP, LLC; and,
- i. Andrews Kurth & Kenyon, LLP.

Dated: November 14, 2017

Respectfully submitted,

/s/ Kenneth B. Chaiken

Kenneth B. Chaiken
State Bar No. 04057800
kchaiken@chaikenlaw.com

CHAIKEN & CHAIKEN, P.C.

Legacy Town Center III
5801 Tennyson Parkway, Suite 440
Plano, Texas 75024
(214) 265-0250 telephone
(214) 265-1537 facsimile

William S. Rhea
State Bar No. 16807100
brhea@dbc.com

DuBOIS, BRYANT & CAMPBELL, LLP

303 Colorado Street, Suite 2300
Austin, TX 78701
(512) 457-8000
(512) 457-8008 (Facsimile)

Karl S. Stern
State Bar No. 19175665
karlstern@quinnemanuel.com

**QUINN EMANUEL URQUHART &
SULLIVAN, LLP**

711 Louisiana Street, Suite 500
Houston, Texas 77002
(713) 221-7000
(713) 221-7100 (Facsimile)

ATTORNEYS FOR DEFENDANTS

CERTIFICATE OF SERVICE

I hereby certify that the foregoing document was served on all counsel of record via the Court's electronic filing system on this 14th day of November 2017.

/s/ Kenneth B. Chaiken

Kenneth B. Chaiken

11/16/2017 2:37 PM

C I T A T I O N
T H E S T A T E O F T E X A S
C A U S E N O . D - 1 - G N - 1 7 - 0 0 6 2 4 1

Velva L. Price
District Clerk
Travis County
D-1-GN-17-006241
Irene Silva

PNC BANK, N.A.,

, Plaintiff

vs.

RENE O. CAMPOS; 2013 TRAVIS OAK CREEK DEVELOPER : CHULA INVESTMENTS LTD,
AND EUREKA MULTIFAMILY GROUP L.P .

, Defendant

TO: EUREKA MULTIFAMILY GROUP LP
BY SERVING ITS REGISTERED AGENT 2001 AGENCY CORPORATION
14160 DALLAS PKWY STE 800
DALLAS, TEXAS 75254

Defendant, in the above styled and numbered cause:

YOU HAVE BEEN SUED. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 A.M. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you.

Attached is a copy of the PNC BANK, N.A.'S ORIGINAL PETITION AND REQUEST FOR DISCLOSURE of the PLAINTIFF in the above styled and numbered cause, which was filed on NOVEMBER 14, 2017 in the 201ST JUDICIAL DISTRICT COURT of Travis County, Austin, Texas.

ISSUED AND GIVEN UNDER MY HAND AND SEAL of said Court at office, November 14, 2017.

REQUESTED BY:
JON G SHEPHERD
200 CRESCENT COURT STE 1600
DALLAS, TX 75201
BUSINESS PHONE: (214) 964-9500 FAX: (214) 964-9501



[Signature]
Velva L. Price
Travis County District Clerk
Travis County Courthouse
1000 Guadalupe, P.O. Box 679003 (78767)
Austin, TX 78701

PREPARED BY: VICTORIA BENAVIDES

R E T U R N

Came to hand on the _____ day of _____, _____ at _____ o'clock _____ M., and
executed at _____ within the County of _____
_____ on the _____ day of _____, _____, at _____ o'clock _____ M.,
by delivering to the within named _____, each
in person, a true copy of this citation together with the PNC BANK, N.A.'S ORIGINAL PETITION AND
REQUEST FOR DISCLOSURE accompanying pleading, having first attached such copy of such citation to
such copy of pleading and endorsed on such copy of citation the date of delivery.

Service Fee: \$ _____

Sheriff / Constable / Authorized Person

Sworn to and subscribed before me this the _____

By: _____

_____ day of _____, _____.

Printed Name of Server_____
Notary Public, THE STATE OF TEXAS_____
County, Texas

D-1-GN-17-006241

SERVICE FEE NOT PAID

P01 - 000058603

☐ Original☐ Service Copy

**** SEE ATTACHED ****
*****AFFIDAVIT*****

**** SEE ATTACHED ****
*****AFFIDAVIT*****

CAUSE NO. D-1-GN-17-006241

PNC BANK, N.A.

Plaintiff(s),
VS.

RENE O. CAMPOS; ET AL

Defendant(s).

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IN THE DISTRICT COURT

201ST JUDICIAL DISTRICT

TRAVIS COUNTY, TEXAS

RETURN OF SERVICE

Came to my hand on Wednesday, November 15, 2017 at 11:15 AM,
Executed at: 14160 DALLAS PARKWAY, SUITE 800, DALLAS, TX 75244
within the county of DALLAS at 11:35 AM, on Wednesday, November 15, 2017,
by individually and personally delivering to the within named:

EUREKA MULTIFAMILY GROUP LP

By delivering to its Registered Agent, 2001 AGENCY CORPORATION
By delivering to its Registered Agent, SMITH, STERN, FRIEDMAN & NELMS, P.C.
By delivering to its Authorized Agent, LEONARD A. STERN, II (HAP)
a true copy of this

**CITATION; PNC BANK, N.A.'S ORIGINAL PETITION AND REQUEST FOR DISCLOSURE;
CIVIL CASE INFORMATION SHEET; and LAWYER REFERRAL FORM**

having first endorsed thereon the date of the delivery.

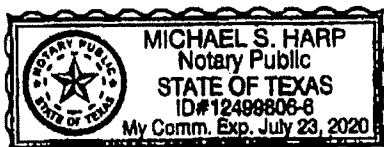
BEFORE ME, the undersigned authority, on this day personally appeared Danny L. Haney who after being duly sworn on oath states: "My name is Danny L. Haney. I am a person over eighteen (18) years of age and I am competent to make this affidavit. I am a resident of the State of Texas. I have personal knowledge of the facts and statements contained in this affidavit and aver that each is true and correct. I am not a party to this suit nor related or affiliated with any herein, and have no interest in the outcome of the suit. I have never been convicted of a felony or of a misdemeanor involving moral turpitude. I am familiar with the Texas Rules of Civil Procedure, and the Texas Practice and Remedies Codes as they apply to service of process. I am approved by the Supreme Court of Texas, Misc. Docket No. 05-9122 under Rule 103 and 501.2 of the TRCP to deliver citations and other notices from any District, County and Justice Courts in and for the State of Texas."

Danny L. Haney

Of: **Dallas County**

By: 
Authorized Person - PSC566 - Exp 03/31/20

Subscribed and Sworn to by Danny L. Haney, Before Me, the undersigned authority, on this
15th day of November, 2017.




Notary Public in and for the State of Texas

11/16/2017 2:37 PM

C I T A T I O N
T H E S T A T E O F T E X A S
C A U S E N O . D - 1 - G N - 1 7 - 0 0 6 2 4 1

Velva L. Price
District Clerk
Travis County
D-1-GN-17-006241
Irene Silva

PNC BANK, N.A.,

, Plaintiff

vs.

RENE O. CAMPOS; 2013 TRAVIS OAK CREEK DEVELOPER : CHULA INVESTMENTS LTD,
AND EUREKA MULTIFAMILY GROUP L.P .

, Defendant

TO: CHULA INVESTMENTS LTD
BY SERVING ITS REGISTERED AGENT 2001 AGENCY CORPORATION
14160 DALLAS PKWY STE 800
DALLAS, TEXAS 75254

Defendant, in the above styled and numbered cause:

YOU HAVE BEEN SUED. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 A.M. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you.

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ISSUED AND GIVEN UNDER MY HAND AND SEAL of said Court at office, November 14, 2017.

REQUESTED BY:
JON G SHEPHERD
200 CRESCENT COURT STE 1600
DALLAS, TX 75201
BUSINESS PHONE: (214) 964-9500 FAX: (214) 964-9501



[Signature]
Velva L. Price
Travis County District Clerk
Travis County Courthouse
1000 Guadalupe, P.O. Box 679003 (78767)
Austin, TX 78701

PREPARED BY: VICTORIA BENAVIDES

R E T U R N

Came to hand on the _____ day of _____, _____ at _____ o'clock _____ M., and
executed at _____ within the County of _____
_____ on the _____ day of _____, _____, at _____ o'clock _____ M.,
by delivering to the within named _____, each
in person, a true copy of this citation together with the PNC BANK, N.A.'S ORIGINAL PETITION AND
REQUEST FOR DISCLOSURE accompanying pleading, having first attached such copy of such citation to
such copy of pleading and endorsed on such copy of citation the date of delivery.

Service Fee: \$ _____

Sheriff / Constable / Authorized Person

Sworn to and subscribed before me this the

By: _____

_____ day of _____, _____.

Printed Name of Server_____
Notary Public, THE STATE OF TEXAS_____
County, Texas

D-1-GN-17-006241

SERVICE FEE NOT PAID

F01 - 000058602

☒ Original☐ Service Copy**** SEE ATTACHED *********AFFIDAVIT********* SEE ATTACHED *********AFFIDAVIT*****

CAUSE NO. D-1-GN-17-006241**PNC BANK, N.A.****Plaintiff(s),****VS.****RENE O. CAMPOS; ET AL****Defendant(s).**§
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§**IN THE DISTRICT COURT****201ST JUDICIAL DISTRICT****TRAVIS COUNTY, TEXAS****RETURN OF SERVICE**

Came to my hand on Wednesday, November 15, 2017 at 11:15 AM,
 Executed at: 14160 DALLAS PARKWAY, SUITE 800, DALLAS, TX 75254
 within the county of DALLAS at 11:35 AM, on Wednesday, November 15, 2017,
 by individually and personally delivering to the within named:

CHULA INVESTMENTS LTD

By delivering to its Registered Agent, 2001 AGENCY CORPORATION
 By delivering to its Registered Agent, SMITH, STERN, FRIEDMAN & NELMS, P.C.
 By delivering to its Authorized Agent, LEONARD A. STERN, II (HAP)
 a true copy of this

**CITATION; PNC BANK, N.A.'S ORIGINAL PETITION AND REQUEST FOR DISCLOSURE;
 CIVIL CASE INFORMATION SHEET; and LAWYER REFERRAL FORM**

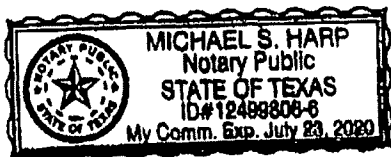
having first endorsed thereon the date of the delivery.

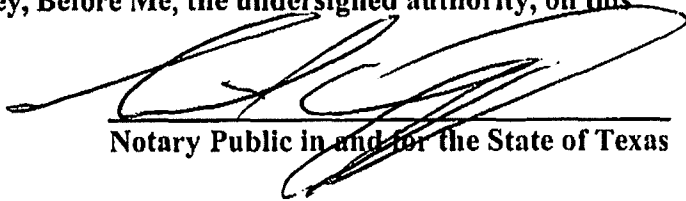
BEFORE ME, the undersigned authority, on this day personally appeared **Danny L. Haney** who after being duly sworn on oath states: "My name is **Danny L. Haney**. I am a person over eighteen (18) years of age and I am competent to make this affidavit. I am a resident of the State of Texas. I have personal knowledge of the facts and statements contained in this affidavit and aver that each is true and correct. I am not a party to this suit nor related or affiliated with any herein, and have no interest in the outcome of the suit. I have never been convicted of a felony or of a misdemeanor involving moral turpitude. I am familiar with the Texas Rules of Civil Procedure, and the Texas Practice and Remedies Codes as they apply to service of process. I am approved by the Supreme Court of Texas, Misc. Docket No. 05-9122 under Rule 103 and 501.2 of the TRCP to deliver citations and other notices from any District, County and Justice Courts in and for the State of Texas."

Danny L. HaneyOf: **Dallas County**By: 

Authorized Person - PSC566 Exp 03/31/20

Subscribed and Sworn to by **Danny L. Haney**, Before Me, the undersigned authority, on this
15th day of November, 2017.




 Notary Public in and for the State of Texas

C I T A T I O N
T H E S T A T E O F T E X A S
C A U S E N O . D - 1 - G N - 1 7 - 0 0 6 2 4 1

11/16/2017 2:37 PM

Velva L. Price
District Clerk
Travis County
D-1-GN-17-006241
Irene Silva

PNC BANK, N.A.,

, Plaintiff

vs.

RENE O. CAMPOS; 2013 TRAVIS OAK CREEK DEVELOPER : CHULA INVESTMENTS LTD,
AND EUREKA MULTIFAMILY GROUP L.P .

, Defendant

TO: 2013 TRAVIS OAK CREEK DEVELOPER INC
BY SERVING ITS REGISTERED AGENT 2001 AGENCY CORPORATION
14160 DALLAS PKWY STE 800
DALLAS, TEXAS 75254

Defendant, in the above styled and numbered cause:

YOU HAVE BEEN SUED. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 A.M. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you.

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ISSUED AND GIVEN UNDER MY HAND AND SEAL of said Court at office, November 14, 2017.

REQUESTED BY:
JON G SHEPHERD
200 CRESCENT COURT STE 1600
DALLAS, TX 75201
BUSINESS PHONE: (214) 964-9500 FAX: (214) 964-9501



Velva L. Price
Velva L. Price
Travis County District Clerk
Travis County Courthouse
1000 Guadalupe, P.O. Box 679003 (78767)
Austin, TX 78701

PREPARED BY: VICTORIA BENAVIDES

R E T U R N

Came to hand on the ____ day of _____, _____ at _____ o'clock ____ M., and
executed at _____ within the County of _____
on the ____ day of _____, _____, at _____ o'clock ____ M.,
by delivering to the within named _____, each
in person, a true copy of this citation together with the PNC BANK, N.A.'S ORIGINAL PETITION AND
REQUEST FOR DISCLOSURE accompanying pleading, having first attached such copy of such citation to
such copy of pleading and enclosed on such copy of citation the date of delivery.

Service Fee: \$ _____

Sheriff / Constable / Authorized Person

Sworn to and subscribed before me this the

By: _____

____ day of _____, _____.

Printed Name of Server_____
Notary Public, THE STATE OF TEXAS_____
County, Texas

D-1 GN-17-006241

SERVICE FEE NOT PAID

P01 - 000058601

☐ Original☐ Service Copy

**** SEE ATTACHED ****
*****AFFIDAVIT*****

**** SEE ATTACHED ****
*****AFFIDAVIT*****

CAUSE NO. D-1-GN-17-006241

PNC BANK, N.A.

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IN THE DISTRICT COURT

Plaintiff(s),

VS.

201ST JUDICIAL DISTRICT

RENE O. CAMPOS; ET AL

Defendant(s).

TRAVIS COUNTY, TEXAS

RETURN OF SERVICE

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within the county of **DALLAS** at **11:35 AM, on Wednesday, November 15, 2017,**
by individually and personally delivering to the within named:

2013 TRAVIS OAK CREEK DEVELOPER INC

By delivering to its **Registered Agent, 2001 AGENCY CORPORATION**
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By delivering to its **Authorized Agent, LEONARD A. STERN, II (HAP)**
a true copy of this

**CITATION; PNC BANK, N.A.'S ORIGINAL PETITION AND REQUEST FOR DISCLOSURE;
CIVIL CASE INFORMATION SHEET; and LAWYER REFERRAL FORM**

having first endorsed thereon the date of the delivery.

BEFORE ME, the undersigned authority, on this day personally appeared **Danny L. Haney** who after being duly sworn on oath states: "My name is **Danny L. Haney**. I am a person over eighteen (18) years of age and I am competent to make this affidavit. I am a resident of the State of Texas. I have personal knowledge of the facts and statements contained in this affidavit and aver that each is true and correct. I am not a party to this suit nor related or affiliated with any herein, and have no interest in the outcome of the suit. I have never been convicted of a felony or of a misdemeanor involving moral turpitude. I am familiar with the Texas Rules of Civil Procedure, and the Texas Practice and Remedies Codes as they apply to service of process. I am approved by the Supreme Court of Texas, Misc. Docket No. 05-9122 under Rule 103 and 501.2 of the TRCP to deliver citations and other notices from any District, County and Justice Courts in and for the State of Texas."

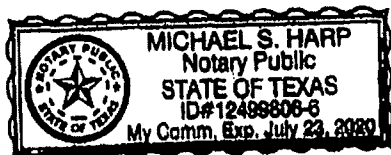
Danny L. Haney

Of: **Dallas County**

By:

Authorized Person PSC566-Exp 03/31/20

Subscribed and Sworn to by **Danny L. Haney**, Before Me, the undersigned authority, on this **15th** day of **November, 2017**.



Notary Public in and for the State of Texas